17 MICH. L. REV. 507. The conflict in these cases is more apparent than real, since the decision in each case must rest upon its own facts, the real question always being whether there is sufficient business transacted in the state to subject the corporation to the jurisdiction and laws of the state. The same test seems to be applied in securing jurisdiction, for purposes of taxation, over non-residents "doing business" within the state. In *State* v. *Packard*, (N. D.) 168 N. W. 673, the court held a non-resident was not "doing business" within the state, where he had no established business or regular agent or representative in the state, and only made loans and investments in the state through an occasional agent, or on application of loan brokers, at his home office in another state. The court said, in this case (quoting from THOMP. CORPS., (2nd ed.) Sec. 6670) "'Business' and 'doing business' is maintaining an office, having capital invested and carrying on a regular business; that is, maintaining an office and having regular capital invested and carrying on a regular business in the state.'" Mrs. Hetty Green had no office or agent in New York, but was only engaged in the private management of her estate; making loans and investments of her own money for the benefit of her estate only, and not for the purpose of making a livelihood. "Business, in a legislative sense, is that which occupies the time, attention, and labor of men for purposes of livelihood or for profit; a calling for the purpose of livelihood,"—*State* v. *Boston Club, et al.*, 45 La. Ann. 545; *Beickler* v. *Guenther*, 121 Ia. 419; *Moore* v. *State*, 15 Ala. 411; *Barse Live Stock Comm. Co.* v. *Range Valley Cattle Co. et. al.*, 16 Utah 59,—and it is clear in this case that Mrs. Hetty Green was not engaged in making a livelihood, but only in benefitting her private estate. See also 32 HARV. L. REV. 871, and 33 HARV. L. REV. 238.

TORTS—MASTER AND SERVANT—INDUCING BREACH OF CONTRACT.—Plaintiff sued in tort action alleging that defendants maliciously induced the discharge of plaintiff from his employment. *Held*, that such conduct is actionable. *Carter* v. *United States Coal Co. et al.*, (W. Va., 1919) 100 S. E. 405.

The modern action for inducing breach of contract originated in the common law action for enticing away servants. In *Hart* v. *Alldridge*, Cowper 54 (1774) the defendant persuaded plaintiff's journeymen shoemakers to quit their job and plaintiff recovered in an action on the case. The doctrine was extended beyond the strict relation of master and servant in *Lumley* v. *Gye*, 2 El. & B. 216 (1853) where the plaintiff recovered because defendant induced a singer to break her contract to perform at plaintiff's theatre. Erle, J., reasoned that since it is an actionable wrong to break a contract, it must be an actionable wrong to procure it to be broken. The doctrine was followed in *Glamorgan Coal Co.* v. *Miners' Federation*, [1905] A. C. 239 and in *Quinn* v. *Leathem*, [1901] A. C. 495, at p. 510 it was said that "it is a violation of a legal right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference." Courts in the United States have generally adopted these views. See *Booth* v. *Burgess*, 72 N. J. Eq. 181; *Joyce* v. *Great Northern R. R. Co.*, 100 Minn. 225; *Angle* v. *Chicago, etc. R. R. Co.*, 151 U. S. 13 where Brewer, J., said, "If one maliciously in-

terferes in a contract between two parties and induces one of them to break that contract, to the injury of the other, the party injured can maintain an action against the wrongdoer." In such statements of the law, malice is clearly not intended to be taken in its popular meaning of ill-will, but in its legal sense, as meaning a wrongful act done intentionally, without just cause or excuse, and it was said by Lord Lindley in the *Glamorgan Coal Co. case, supra,* that "when all that is meant by malice is an intention to commit an unlawful act and to exclude all spite or ill-feeling, it is better to drop the word and so avoid misunderstanding." One may maliciously (in the popular sense) procure the discharge of the plaintiff and still not be liable if his act was legally justified. *Lancaster* v. *Hamburger,* 70 Ohio St. 156. But what is "just cause" or "legal justification" in such cases? There is constant recurrence of those phrases in the decisions, but no clear opinion has been expressed as to the facts or circumstances which will constitute "just cause" or "legal justification." See observations in POLLOCK ON TORTS, 9th ed., p. 336, 10th ed., p. 345; also *Pratt* v. *British Medical Ass'n.,* [1919] 1 K. B. 244, commented upon in 18 MICH. L. REV. 148. In *Walker* v. *Cronin,* 107 Mass. 555 it was said that "competition or the service of any interest or lawful purpose" is justification, but in *Beekman* v. *Marsters,* 195 Mass. 205 the court held that the right to compete does not justify a person "in intentionally inducing a third person to take away from the plaintiff his contractual rights." That defendant was merely seeking his own economic advancement is no justification. *Beattie* v. *Callahan,* 81 N. Y. Supp. 413; 3 COL. L. REV. 426. There are numerous *dicta* as to what may constitute justification, but (as was said in the *Glamorgan Coal Co. case*) the question must remain to be decided in each case when it arises. Some of the authorities hold that an action like the principal case can not be maintained unless unlawful means are employed by the defendant, such as fraud (*Van Horn* v. *Van Horn,* 52 N. J. L. 284), deceit (*Chambers and Marshall* v. *Baldwin,* 91 Ky. 121), or intimidation (*Allen* v. *Flood,* [1898] A. C. 1; *Perkins* v. *Pendleton,* 90 Me. 166); coercion or deception (*Boyson* v. *Thorn,* 98 Cal. 578; *Bourlier* v. *Macauley,* 91 Ky. 135). But most of the cases assert no such requirement. See 2 MICH. L. REV. 305. A distinction (suggested in the principal case) has been attempted between contracts of employment for a definite period of time and those where either party may terminate the relation at will, but most cases repudiate such distinction. *Donovan* v. *Berry,* 188 Mass. 353, 5 L. R. A. (N. S.) 899, note; *London Guarantee and Accident Co.* v. *Horn,* 206 Ill. 493; *Perkins* v. *Pendleton,* 90 Me. 166. Contra: *Holder* v. *Mfg. Co.,* 138 N. C. 308. On the general subject of actions for inducing breach of contract see 1 MICH. L. REV. 28-57; 2 id. 305; 4 id. 138; 5 id. 675; 9 id. 536; 10 id. 501; 13 id. 431; 16 id. 250; 18 id. 148. 8 HARV. L. REV. 1; 11 id. 405, 449-465.

WAR—DEFENSE OF THE REALM—RIGHT OF THE CROWN TO TAKE POSSESSION OF LAND WITHOUT COMPENSATION.—In the spring of 1916, the British War Office decided to take over De Keyser's Royal Hotel to be used as an administrative office building for various military departments. Possession was